which in the short time that has elapsed since the Armistic has reached the pre-war height. Limitations due to shipping have alone kept the country from being flooded. So critical has become the situation that the present Congress has been appealed to, to suspend all immigration for a reasonable period of time.

"The courts are chargeable with no further duty in a case such as we are here considering than to see that the individual candidate has fittingly prepared himself for citizenship. But even a casual consideration of such a case must, however, convince any thoughtful person that as an indispensable prerequisite to naturalization the candidate must possess an acquaintance with, and working knowledge of, the principles of the Declaration of Independence and Constitution of the United States. An intelligent sympathy with, and understanding of the purpose of these great charters of human liberty must be shown by the candidate, and he must have a comprehension of the obligations and responsibilities of citizenship arising from his taking the oath of allegiance forming a part of his naturalization proceeding."

Banks and Banking—Duty of Depositor to Call for Balanced Passbook.—In McCarty *v.* First National Bank of Birmingham (85 So. 754) the Supreme Court of Alabama held that a depositor, who has called for a statement of his account by leaving his passbook, with the bank, where it is balanced by the bank, and is ready for delivery to the depositor, along with the canceled checks charged by the bank against his account, owes the bank no duty to call for the book and the checks within a reasonable time, and he is not in the same position as to imputed knowledge of forgeries, and as to negligence with respect to their disclosure to the bank, as he would be in if he had actually received the checks and the book from the bank.

The court said in part: "'In the case of First National Bank *v.* Allen, 100 Ala. 476, 14 South. 335, 27 L. R. A. 426, 46 Am. St. Rep. 80, it was said:

"'The correct principles by which the respective liabilities of the bank and depositor are determined are these: The bank is bound to know the signature of its depositors, and the payment of a forged check, however skillfully executed, cannot be debited against the depositor. From the relations the depositor and the bank bear towards each other, there is a duty also upon the depositor to examine his accounts and vouchers, and to make known to the bank any improper vouchers or charges returned, and where injury results to the bank from the failure of the depositor to do his duty in this respect, the law holds the depositor liable for such injury, the result of the depositor's omission.'

"This statement of the law is unquestionably based upon sound reason, and is supported by practically all the authorities, which are collected in 7 Corp. Jur. 687, sec. 415, and notes. The most recent

case in point is that of Hammerschlag Mfg. Co. *v.* Imp. & Trad. Nat. Bank, 262 Fed. 266 (U. S. Cir. Ct. of Appeals), wherein the leading cases are reviewed at some length. A comprehensive and valuable discussion will be found also in National Dredging Co. *v.* Farmers' Bank, 6 Pennewill (Del.) 580, 69 Atl. 607, 16 L. R. A. (N. S.) 593, 130 Am. St. Rep. 158, and many cases are collected in the note to Brown *v.* Bank (Va.), 17 Ann. Cas. 122.

"In all of the reported cases, this duty of diligence was imposed upon the depositor by reason of the fact that his passbook and canceled checks had actually been returned to him, so that notice of the forgeries was placed in his possession, and knowledge of them thereby made immediately accessible. The rationale of the rule is that, having been furnished with the means of knowledge, it is the depositor's duty to know; and, knowing, he is under the further duty of informing the bank of whatever he finds to be wrong.

"It is the contention of the defendant bank in the instant case, and the jury were so instructed by the trial judge, that when a depositor has called for a statement of his account, by leaving his passbook with the bank, and it is balanced by the bank, and is ready for delivery to the depositor, along with the canceled checks charged by the bank against his account, it then becomes the duty of the depositor to call for the book and the checks within a reasonable time, failing in which he is in the same position as to imputed knowledge of forgeries, and as to negligence with respect to their disclosure to the bank, as he would be in if he had actually received the book and the checks from the bank. The intention of the bank is, in short, that when the book and checks were thus prepared, pursuant to the depositor's request, and placed at the bookkeeper's window, where the depositor could get them upon demand, this was in law a constructive delivery to the depositor, with the same consequences in every respect as would have accompanied an actual delivery.

"No case in point, for or against this proposition, has been cited by counsel, and, in view of our own unrewarded search for authority, we are inclined to accept the statement, made by counsel for appellant, that this case in one of first impression, at least in American courts. It is clear that a depositor is not required to anticipate errors or irregularities in his account, and particularly the payment by the bank of forged checks; and hence the law imposes upon him no duty to initiate an inquiry with respect to such matters, and, in the absence of an agreement, express or implied, between him and the bank, he is not bound to ask for a statement of his account at any time, but may rely upon the bank's observance of all of its obligations in the premises. There was no such agreement here, and the question is whether merely leaving his passbook to be balanced by the bank imposed upon plaintiff the duty of calling for the book, and the canceled checks customarily returned therewith, in a reasonable time, or, in-

deed, at any time, under penalty of releasing the bank from liability for the repetition of errors already committed.

"We are satisfied that the law, operating upon the mere relation of the parties, imposed no such duty upon the depositor, and, so far as we are advised, no court has ever so held. A statement of account, though prepared and ready for delivery, does not become a stated account, with legal consequences, until it is actually placed in the hands of the party to be charged, and, with knowledge of its purport, he has acquiesced in its correctness. Comer *v.* Way, 107 Ala. 300, 19 South. 966, 54 Am. St. Rep. 93; 1 Corp. Jur. 679, sec. 250. Manifestly the balanced passbook could not have become a stated account until after its reception by plaintiff on September 4, 1914. The theory upon which depositor is required to examine his balanced passbook and his canceled checks within a reasonable time and with due care after they are returned to him by the bank, and to report errors and irregularities, if any there be, with reasonable promptness to the bank, is that, if he fails to do so, the bank may rightly presume that previous payments of checks were properly made upon the authority of the depositor, and that they have his sanction and approval, and that, so presuming, the bank may be naturally induced to make similar payment of similarly forged or unauthorized checks in the future. But where the passbook and checks have not been actually returned to the depositor, and remain in the custody of the bank, the reason of the rule entirely fails, since there can be no presumption that the depositor has acquiesced in or approved an act or a course of dealings of which he had no actual notice or knowledge, and the bank cannot justly claim to have been misled by the conduct of the depositor."

Beneficial Associations—Divorced Wife as Beneficiary.—In Appleby *v.* Lodge, Sons of Hermann, 225 S. W. 588 the court of Civil Appeals of Texas held that under the statute of that state (Rev. Stat. 1911, art. 4832) confining the payment of benefits by fraternal societies to the wife, husband, relatives by blood to the fourth degree, etc., and the laws of a fraternal order similarly providing, and also providing that, where the beneficiary died and there was no other designation, the benefit should be paid, first to the husband or wife, then to the children, etc., where a wife named as beneficiary obtained a divorce, and the husband remarried and did not change the beneficiary, the second wife was entitled to the death benefit.

The court said in part: "There is apparently a conflict of state decisions in regard to whether a divorced wife, who before the divorce was named as a beneficiary, should, in case of a failure of the divorced husband to name another beneficiary, be entitled to receive the benefit of the certificate. In the case of White *v.* American Yeomen, 124 Iowa, 293, 99 N. W. 1071, 66 L. R. A. 164, 104 Am. St. Rep. 323, 2